

JPA File No.: 06-057 I

A. G. Contract No. KR07-0264-TRN

Project: SR 101L, Pima Freeway  
Frontage Road

Section: Scottsdale Road – Hayden Road

TRACS No.: H6836 01C

5-Year Budget Source Item #: City Funds

Scottsdale No. 2007-014-COS

## INTERGOVERNMENTAL AGREEMENT

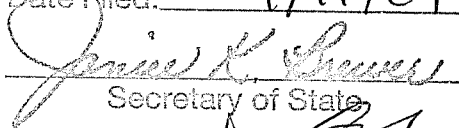
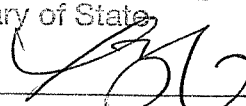
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SCOTTSDALE

**THIS AGREEMENT** is entered into this day April 11<sup>th</sup>, 2007, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and had delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article 1, Section 3-1, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. As part of the City's Regional Transportation Program (RTP) Arterial Street Plan, the City has a project for the design, rights of way, construction and maintenance of a west-bound freeway frontage road, to include landscape and the relocation of a channel along the north side of SR 101L, Pima Freeway, between Scottsdale and Hayden Roads, to include the replacement of landscape, herein referred to as the "Project". The City requests the State provide design review and construction oversight and quality assurance of the Project, all at the City's expense, collectively herein referred to as the "Agreement."

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NO. 28845  
Filed with the Secretary of State  
Date Filed: 4/11/07  
  
Secretary of State  
By: 

4. The Parties hereto agree to and acknowledge the following conditions: a) the estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; b) the Parties shall perform their responsibilities consistent with this Agreement; and c) any change or modification to the Project will only occur with the mutual written consent of the parties.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State shall:

a. Upon execution of this Agreement, invoice the City \$40,000.00, the lump sum amount for the State's design review and construction oversight of the Project as shown on Exhibit A, attached hereto and made a part hereof.

b. Upon receipt of the design documents from the City, review and provide comments that such documents conforms to the State's standards and construction specifications, required for construction of the Project.

c. Attend monthly design progress meetings and comment resolution meetings, to ensure the State's review comments are addressed.

d. Through its Right of Way Section, review initial staking plans relative to the new facility. Conduct final monumentation of new State rights of way, due to the transfer to State of the new facility.

e. Upon request by the City and concurrence of the final plans by the State, grant a permit for construction of the Project, per established procedures of the State's Phoenix District Permit Office.

f. Upon award of the Project, by the City, review and provide guidance, to the City's Resident Engineer (RE), relative to the State's policy and procedures regarding quality control and traffic management. Also provide representation at the pre-construction and monthly progress meetings.

g. Upon completion of the Project, coordinate final inspection with the City and provide in writing to the City, confirmation the Project has been satisfactorily completed.

h. Upon completion of the Project and approval of the State Transportation Board, by Resolution, accept the facility into the State's system.

i. Upon completion of the Project, perform sediment removal annually or after significant rain events for the drainage channel adjacent to the frontage road, as depicted on the Maintenance Exhibit, attached hereto and made a part hereof.

j. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

2. The City shall:

a. Upon execution of this Agreement and within 30-days from receipt of an invoice from the State, remit \$40,000.00 for the lump sum amount for the State's design review and construction oversight of the Project, shown on Exhibit A.

b. Provide to State standards, design plans, specifications and other such documents and services required for construction bidding and construction of the Project that conforms to the State's standards and construction specifications and submit them to the State for review and comment. Be responsible for all design consultant claims for extra compensation, due to delays or for whatever reason.

c. Conduct monthly design and construction progress meetings and comment resolution meetings, to address the State's review and construction oversight comments and concerns.

d. Acquire all of the necessary rights of way required for the Project and be responsible for all environmental clearances.

e. Enforce its drainage policy with respect to the Project and for development adjacent to this property; ensure drainage reports submitted by third party developments are prepared in accordance with City requirements. The drainage report will detail the detention requirements and the facilities to be installed, ensuring that flows are directed to the appropriate existing culvert locations, and provide copies of the drainage report to the State for review and approval.

f. Upon the State's concurrence of the final design plans and prior to award of the Project by the City, acquire a permit for construction of the Project as per the Phoenix District's established procedures, which may be obtained through the District Office referenced herein.

g. Advertise for bids and award one or more construction contract(s) to accomplish the Project. Make all payments to the contractor. Be responsible for all construction claims for extra compensation, due to delays or for whatever reason.

h. Upon award of the Project, administer the contract and provide construction management in accordance with the State's policy and procedures.

i. Be responsible to landscape the Project in accordance with the Project plans. Apply and maintain stabilizer in areas of development. Cause Developer to landscape when development is complete.

j. Upon completion of the Project in accordance with the State's standards design and construction specifications, coordinate final inspection with the State. Upon acceptance of the Project, be responsible for roadway maintenance associated with the Project, upon completion.

k. Upon completion of the Project, perform routine maintenance on the drainage channel adjacent to the frontage road, which will include graffiti removal, litter control, weeding and debris removal, as depicted on the attached Maintenance Exhibit.

l. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

m. Maintenance of the Project will be included in the Master Maintenance Agreement in accordance with established procedures for maintenance responsibilities regarding frontage roads.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the Project and all reimbursements; provided however, that any provisions herein for maintenance provided by the City, shall be perpetual. Should the City fail to maintain the Project, it is understood and agreed, that the State shall not be obligated to maintain said Project as referenced herein.
3. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.
6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 29 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
7. The parties to this Agreement shall also comply with the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Parties understand and acknowledge the applicability of A.R.S. §34-301 and 34-302 to each party.
8. Non-Availability of Funds: Every payment obligation of the State or the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State or the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: 602-712-7424

City of Scottsdale  
General Manager - Transportation  
3939 Civic Center Boulevard  
Scottsdale, AZ 85251

For Permit – Contact:  
Arizona Department of Transportation  
Phoenix District Permits Office  
2140 W. Hilton Avenue, Mail Drop PM01  
Phoenix, AZ 85009

11. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF SCOTTSDALE**

By Mary Manross  
MARY MANROSS  
Mayor

Attest:

By Carolyn Jagger  
CAROLYN JAGGER  
City Clerk

**STATE OF ARIZONA**

Department of Transportation

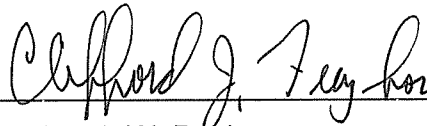
By Daniel S. Lance  
DANIEL S. LANCE, P.E.  
Deputy State Engineer, Valley Transportation

**JPA 06-057****ATTORNEY APPROVAL FORM FOR THE CITY OF SCOTTSDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SCOTTSDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 28<sup>th</sup> day of February, 2007.



Deborah W. Robberson

City Attorney

**JPA 06-057**

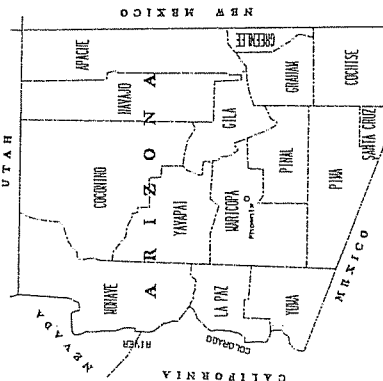
**EXHIBIT A**

**SR 101L PIMA FREEWAY  
WB FRONTAGE ROAD**

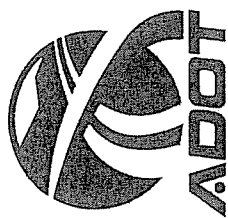
**(Scottsdale Road – Hayden Road)**

Lump Sum Amount for ADOT Design Review/ Construction Oversight

(H6836 S1D)	\$30,000.00
(H6836 K1D)	<u>\$10,000.00</u>
<b>TOTAL ESTIMATED COSTS</b>	<b>\$40,000.00</b>



STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION  
                     •                       
MAINTENANCE EXHIBIT  
URBANIZED AREA  
CITY OF SCOTTSDALE  
S0405



BID SET  
SUBMITTAL  
JANUARY 2007

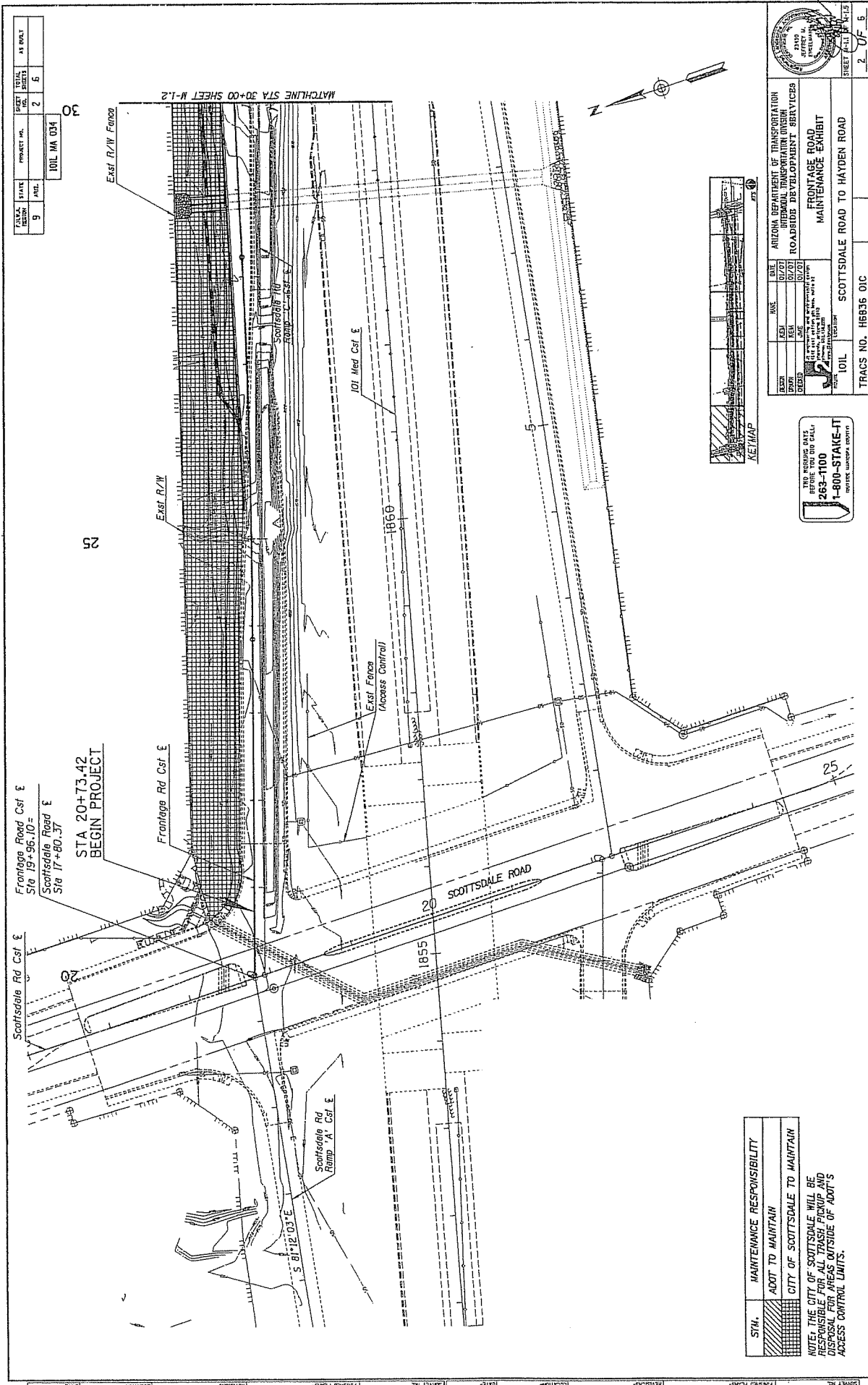
ARIZONA DEPARTMENT OF TRANSPORTATION  
INTEGRAL TRANSPORTATION DIVISION  
APPROVED, EDWARD G. WILSON  
STATE ENGINEER

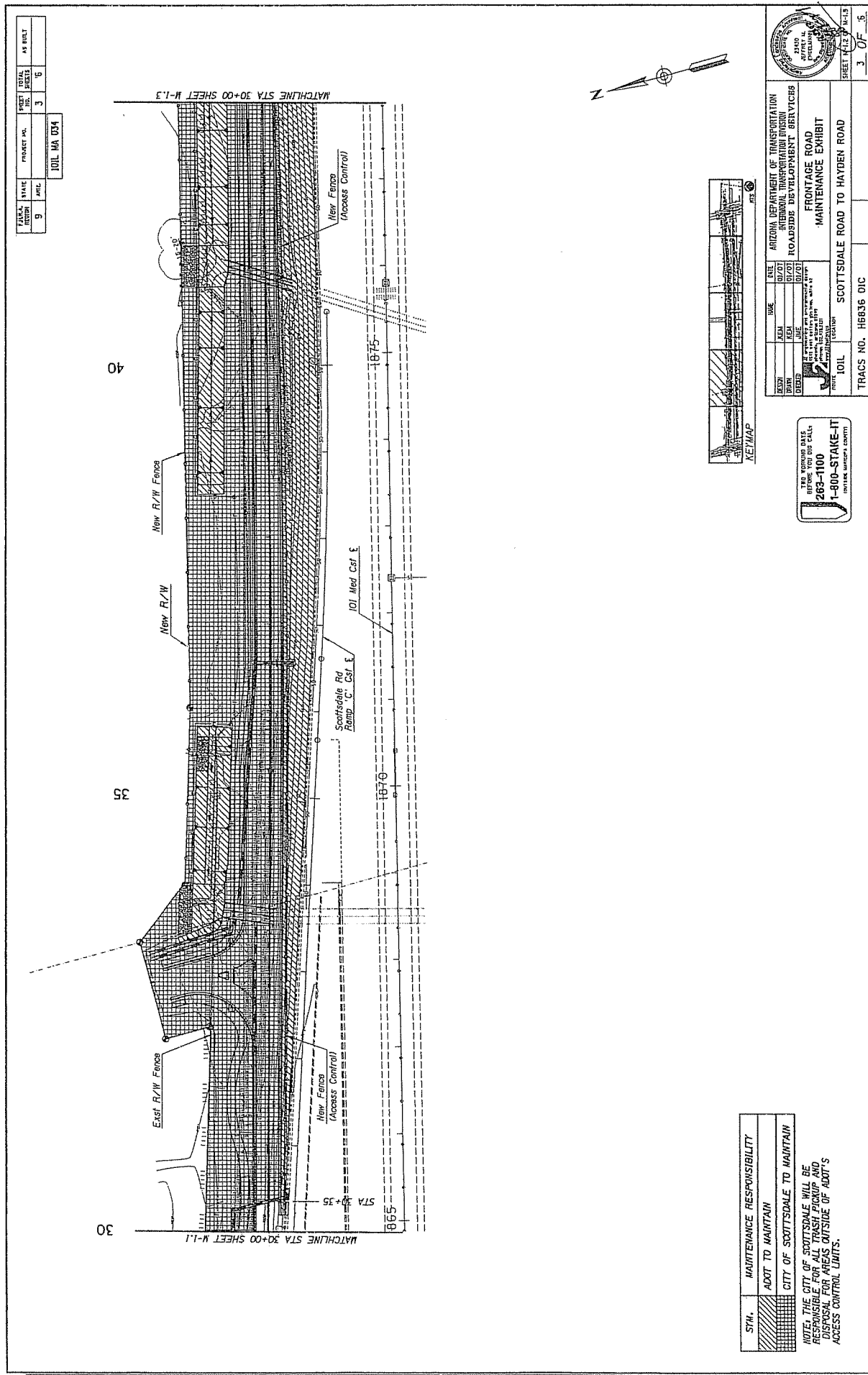
APPROVED	DATE
ASSISTANT STATE ENGINEER	

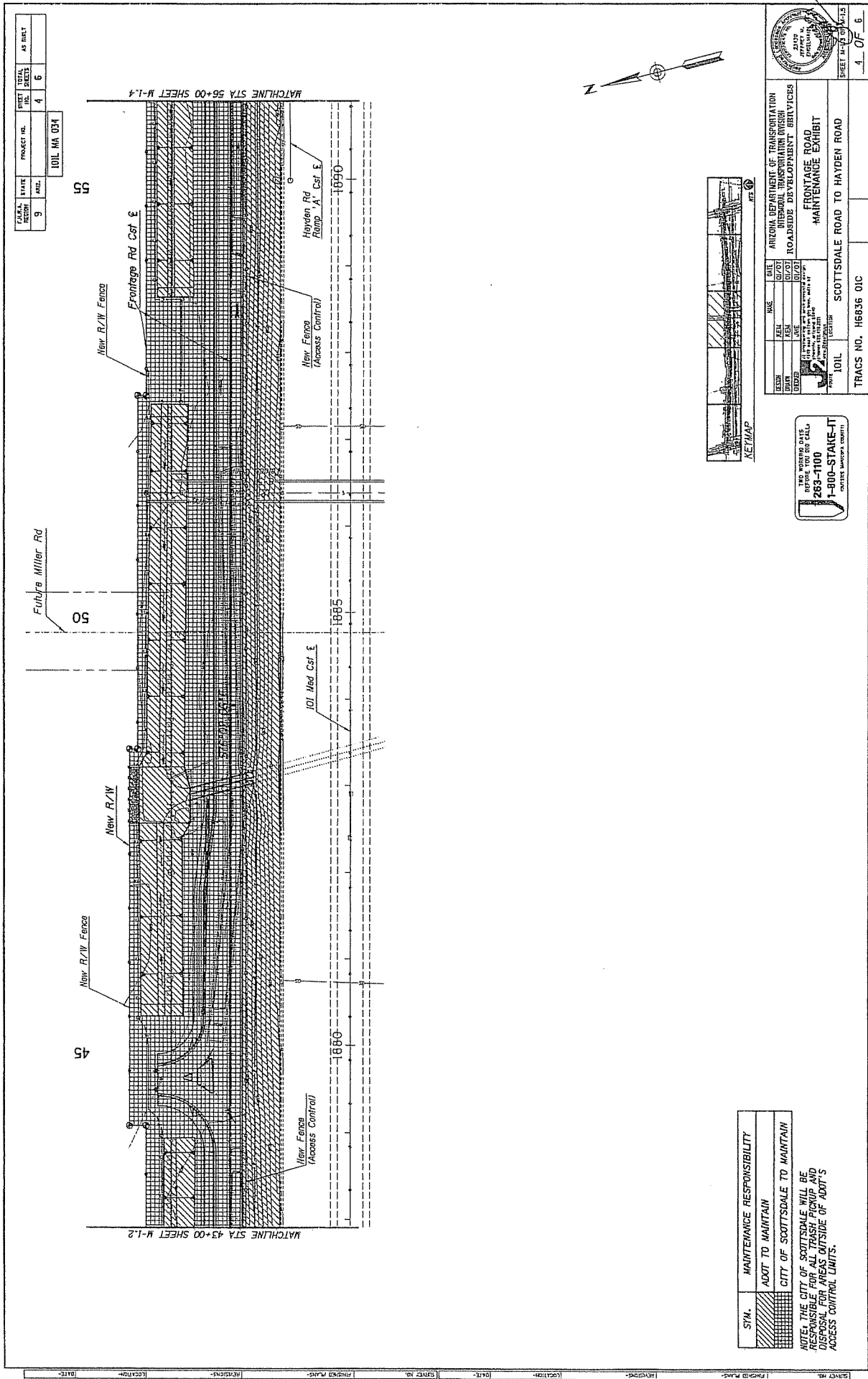
FRONTAGE ROAD - SCOTTSDALE RD TO HAYDEN RD

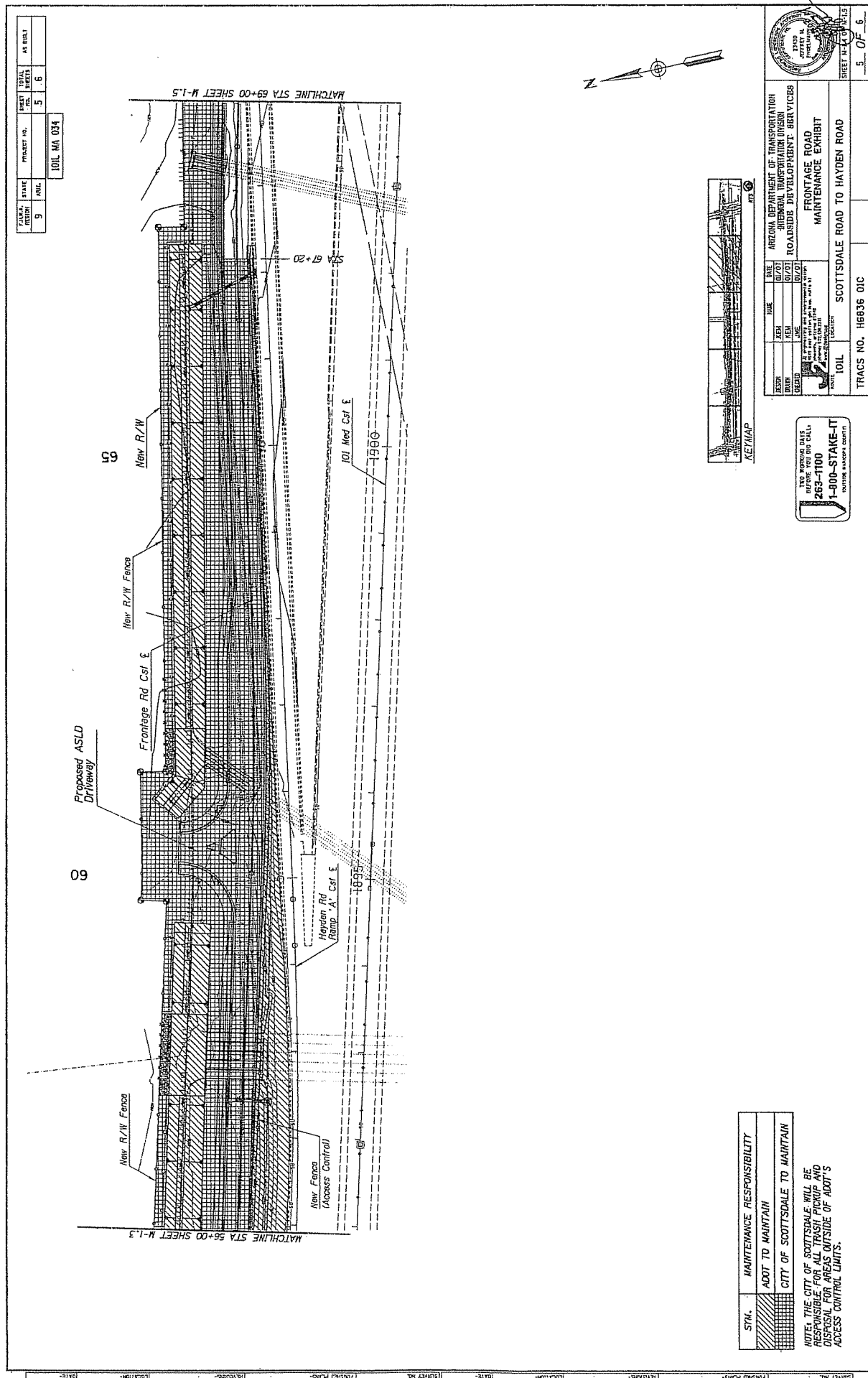
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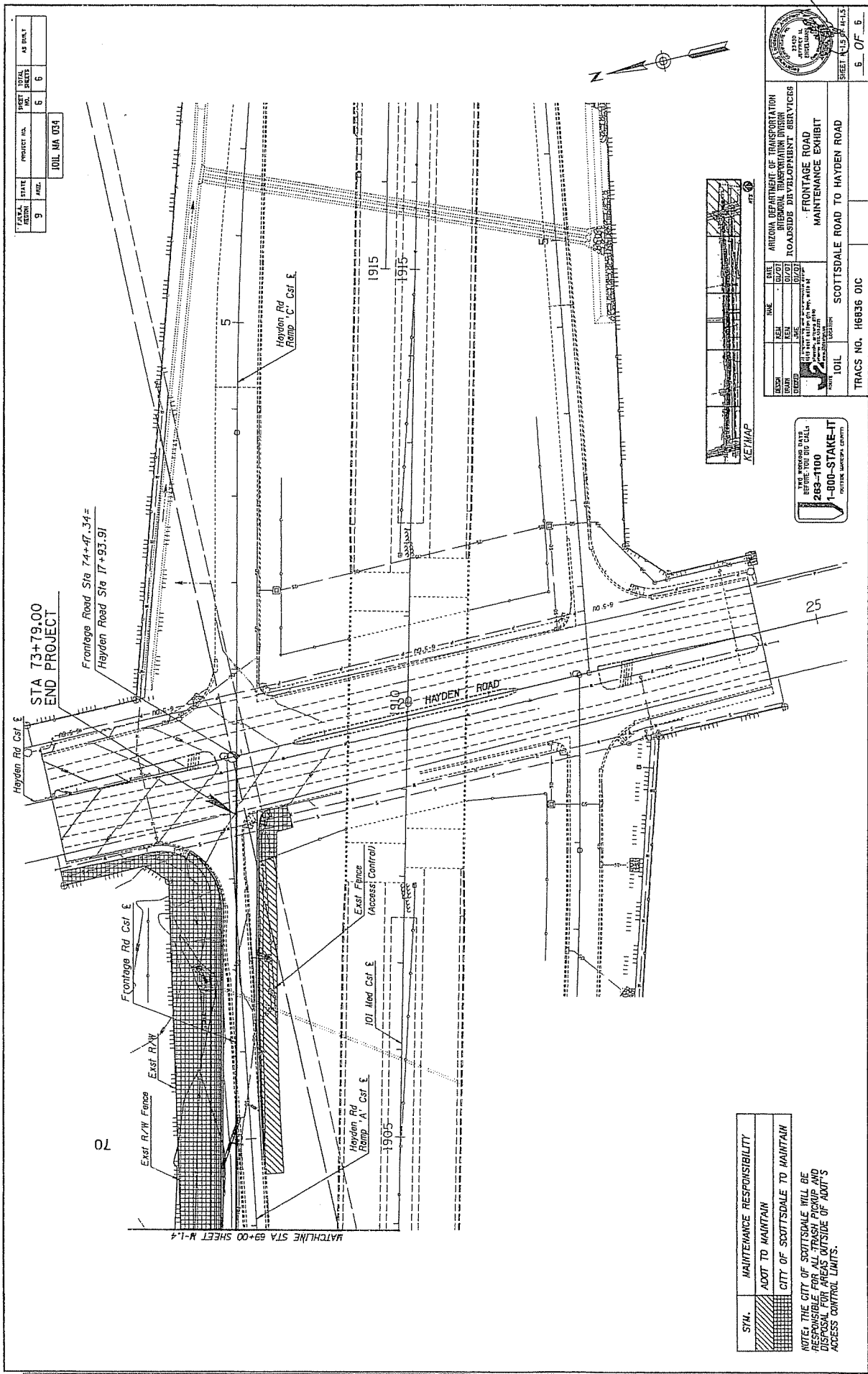








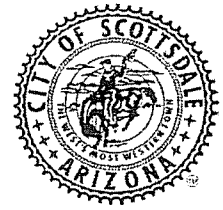




SCOTTSDALE

# CITY COUNCIL MEETING

## MEETING NOTICE AND AGENDA



### COUNCIL

Mary Manross, Mayor

Betty Drake

Wayne Ecton

W.J. "Jim" Lane

Robert W. Littlefield

Ron McCullagh

Tony Nelssen

Tuesday, March 20, 2007

4:00 P.M.

### CITY COUNCIL SPECIAL MEETING

### MARKED AGENDA

Call to Order – 4:07 PM

Roll Call – ALL PRESENT

**How the Board and Commission Nomination Process Works:** The Council will review applications submitted for the board and commission openings under consideration. From this applicant pool, the Council will select several nominees for further consideration. While welcome to attend, applicants will be contacted if nominated and do not need to be present at the meeting to be considered for nomination.

#### 1. Procedures to Resolve Tie Votes

**Request:** At the request of Councilman Littlefield, consider procedures to resolve tie votes when appointing board and commission members.

**Staff Contact(s):** Brent Stockwell, Assistant to Mayor/Council, 480-312-7288, [bstockwell@scottsdaleaz.gov](mailto:bstockwell@scottsdaleaz.gov)

**Interview of citizen nominees and appointments to City boards and commissions.**

#### **Industrial Development Authority**

*Nominees:* Ed Howard, Linda Milhaven – LINDA MILHAVEN

*Council to fill one vacancy.*

#### **Library Advisory Board**

*Nominees:* Bernard Aronson, Richard Kiesell, Sheryl Thomas – RICHARD KIESELL

*Council to fill one vacancy.*

#### **Neighborhood Enhancement Commission**

*Nominees:* Cristina Lenko, Douglas Patriquin – CRISTINA LENKO

*Council to fill one vacancy.*

#### **Scottsdale Pride Committee**

*Nominees:* Jim Del Rae, George Krotosky, Donald Scott – DONALD SCOTT

*Council to fill three vacancies.*

#### **Tourism Development Commission**

*Nominees:* Peter Chu, John Holdsworth, Tom Kelly, Ronald Olstad – JOHN HOLDSWORTH, TOM KELLY

*Council to fill two vacancies. One of these appointments is to fill an hotelier vacancy.*

**Note:** Once the appointments have been made, the Council will take a short recess and reconvene at 5:00 p.m. to consider the remainder of the items on tonight's agenda.

5:00 P.M.

## CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard – 5:19 PM

Roll Call – ALL PRESENT

Pledge of Allegiance – RYAN LAGANA, TRAVIS GOODSON, EXPLORER POST NO. 908

Invocation – NONE

### Presentations/Information Updates

Approval of Minutes	- OK – 7/0		
SPECIAL MEETINGS	REGULAR MEETINGS	WORK STUDY SESSIONS	EXECUTIVE SESSIONS
<u>February 22, 2007</u>	<u>February 20, 2007</u>		

**Public Comment** – RICHARD FUNKE ASKED THE CITY COUNCIL TO RE-EVALUATE THE CORNER OF MARSHALL WAY AND INDIAN SCHOOL ROAD AS THE LOCATION FOR THE WATER BOOSTER PUMP STATION; KATHY BOYD FELD PRESENTED A PETITION ASKING THE CITY COUNCIL FOR A COMMITMENT NOT TO REMOVE HOMES OR WIDEN CHAPARRAL ROAD; TOBIAS NAMENSON OPPOSES THE WIDENING OF CHAPARRAL ROAD; ERIC GERSTER PRESENTED A PETITION REQUESTING CASE NO. 60-PP-1994#2 BE PRESENTED TO THE DEVELOPMENT REVIEW BOARD AS A NEW APPLICATION AND ALL DECISIONS MADE AT THAT HEARING BE ENFORCED THROUGH A WRITTEN AGREEMENT.

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "Public Comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

## CONSENT AGENDA      ITEMS 1-17

**How the Consent Agenda Works:** The Council may take one vote to act on all items on the Consent Agenda, or may remove items for further discussion. Every interested citizen will have one opportunity to speak on any or all Consent Agenda items. If you wish to speak on these items, please complete a Comment Card for each topic you wish to address. **You will be given at least three minutes to speak on all the Consent Agenda items you wish to address. Additional time for multiple agenda items will be at the Mayor's discretion.**

After all speakers have finished, the City Council will decide which items to remove for additional discussion and/or presentation from staff. Items not removed from the Consent Agenda will be considered in one motion. Items removed for clarification or discussion by the Council will be acted on as appropriate.

- Cruisers (Restaurant) Permanent Extension of Premises** -- APPROVED ON CONSENT  
**Request:** Consider forwarding a recommendation to the Arizona Department of Liquor Licenses and Control for a permanent extension of premises for an existing restaurant location.  
**Location:** 10893 N. Scottsdale Road, Suite 101  
**Reference:** 9-EX-2007  
**Staff Contact(s):** Frank Gray, Planning and Development Services General Manager, 480-312-2890, [fgray@scottsdaleaz.gov](mailto:fgray@scottsdaleaz.gov); Connie Padian, Customer Service Chief Officer, 480-312-2664, [cpadian@scottsdaleaz.gov](mailto:cpadian@scottsdaleaz.gov)

**13. Construction Bid Award for Installation of Arena Lighting at Mescal Park – APPROVED ON CONSENT**

**Request:** Authorize Construction Bid Award Number 07PB041 to Albatech Inc., the lowest responsive bidder, at the lump sum of \$97,333.

**Related Policies, References:**

- Mescal Park Equestrian Arena lighting: 48-UP-1986#2 modification of the Municipal Use Master Site Plan for Mescal Park to allow the equestrian arena to be lighted with typical outdoor arena lighting poles and fixtures
- Resolution No. 6830 affirming the modification to the Municipal Use Master Site Plan
- Contract and Statement of Work Agreement with D.H. Lighting Solutions to design the arena lighting system

**Staff Contact(s):** Debra Baird, Community Services General Manager, 480-312-2480, [dbaird@scottsdaleaz.gov](mailto:dbaird@scottsdaleaz.gov)

**14. Design Review and Construction Oversight and Maintenance of Loop 101 North Freeway Frontage Road – APPROVED ON CONSENT**

**Requests:**

1. Adopt Resolution No. 7120 authorizing the City to enter into Intergovernmental Agreement No. 2007-014-COS with the State of Arizona Department of Transportation (ADOT) allowing payment to ADOT in the amount of \$40,000 for costs associated with the design review and construction of a SR101L, North Freeway Frontage Road located between Scottsdale and Hayden roads, and providing for the future maintenance of the frontage road.
2. Adopt Resolution No. 7179 authorizing the acquisition of real property and easements for approximately 3.87 acres of land for roadway and drainage purposes from the Arizona State Land Department and other private parties for this project, in an approximate amount of \$3,400,000.

**Related Policies, References:**

- Engineering Services Contract No. 2004-015-COS with Wood, Patel and Associates, Inc., was approved by Council on February 17, 2004
- Streets Master Plan – 2003
- Maricopa Association of Governments' Regional Transportation Plan – November 2003

**Staff Contact(s):** Dan Worth, Municipal Services General Manager, 480-312-2776, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov); Mary O'Connor, Transportation General Manager, 480-312-2334, [moconnor@scottsdaleaz.gov](mailto:moconnor@scottsdaleaz.gov)

**15. Construction Contract for Phase I (Utilities) on Scottsdale Road from Frank Lloyd Wright Blvd to Thompson Peak Parkway – APPROVED ON CONSENT**

**Requests:**

1. Adopt Resolution No. 7164 authorizing Construction Phase Services Construction Manager at Risk (CM@Risk) Contract No. 2007-037-COS with Hunter Contracting Co. for construction services at a guaranteed maximum price of \$7,046,224.24 for the utilities for Scottsdale Road from Frank Lloyd Wright Boulevard to Thompson Peak Parkway.
2. Adopt Resolution No. 7165 authorizing the acquisition of real property and easements totaling approximately 9.5 acres for roadway and drainage easements from the Arizona State Land Department and other private parties, for an approximate amount of \$4,700,000.
3. Authorize payment to Arizona Public Service for an approximate amount of \$5,000,000 for the provision of street lights and the relocation and undergrounding of existing 12KV and 69KV power lines.

(Item 15 continued on next page)



19. **Citizen Petition Requesting Creation of Office of Citizen Ombudsman Services** – NO ACTION TAKEN

**Request:** Consideration of, and possible action on, a citizen petition, as provided for by City Charter, regarding creation of an Office of Citizen Ombudsman Services to follow up on citizen requests in a timely manner. The petition was provided to the Council at the March 6, 2007 City Council Meeting.

**Staff Contact(s):** Lisa Blyler, Assistant to the Mayor and Council, 480-312-2492, [lblyler@scottsdaleaz.gov](mailto:lblyler@scottsdaleaz.gov)

20. **Legislative Update** – BRIDGET SCHWARTZ-MANOCK

**Update:** Provide an update to the City Council and receive possible direction regarding current and pending State legislative issues and policies.

**Staff Contact(s):** Bridget Schwartz-Manock, Intergovernmental Relations Director, [bschwartzmanock@scottsdaleaz.gov](mailto:bschwartzmanock@scottsdaleaz.gov), 480-312-2423; Neal Shearer, Assistant City Manager, [nshearer@scottsdaleaz.gov](mailto:nshearer@scottsdaleaz.gov), 480-312-2604

**Public Comment** – LEON SPIRO EXPRESSED CONCERNS ABOUT GLO PATENT EASEMENTS

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "Public Comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

**City Manager's Report** – NONE

**Adjournment** – 9:27 PM

RESOLUTION NO. 7120

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE INTERGOVERNMENTAL AGREEMENT CONTRACT NO. 2007-014-COS BETWEEN THE CITY AND ARIZONA DEPARTMENT OF TRANSPORTATION FOR DESIGN REVIEW, CONSTRUCTION OVERSIGHT AND MAINTENANCE OF SR101L, NORTH FREEWAY FRONTAGE ROAD BETWEEN SCOTTSDALE ROAD AND HAYDEN ROAD.

WHEREAS, the City wishes to provide a frontage road with access from the Hayden Road ramp proceeding westbound that will connect to the existing freeway ramp on Scottsdale Road; and

WHEREAS, the City has agreed to accept maintenance responsibilities typical of frontage roads; and

WHEREAS, the Arizona Department of Transportation has consented to provide design review and construction oversight necessary to ensure conformance with their standards, policies and procedures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Arizona, as follows:

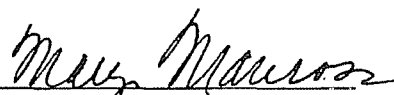
Section 1. The Mayor of the City of Scottsdale is hereby authorized and directed to execute Intergovernmental Agreement Contract No. 2007-014-COS between the City and Arizona Department of Transportation for design review, construction oversight and maintenance.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this 20<sup>th</sup> day of March, 2007.

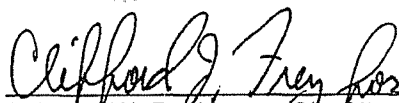
ATTEST:

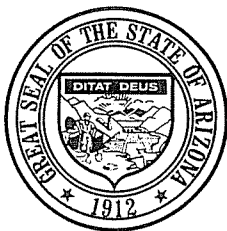
City of Scottsdale, an  
Arizona Municipal Corporation

  
Carolyn Jagger, City Clerk

  
Mary Manross, Mayor

APPROVED AS TO FORM:

  
Deborah W. Robberson, City Attorney



**Office of the Attorney General  
State of Arizona**

Terry Goddard  
Attorney General

Civil Division  
Transportation Section

Susan Davis  
Assistant Attorney General

Direct: 602-542-8855  
Fax: 602-542-3646

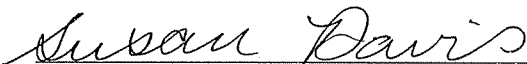
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR07-0264 (JPA 06-057I), an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-951 through 11-954, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 5, 2007.

TERRY GODDARD  
Attorney General

  
SUSAN DAVIS  
Assistant Attorney General  
Transportation Section

1007506